

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<hr/>)	Civil Action No.
EISNERAMPER LLP,)	
)	
	Plaintiff,)	
)	
-against-)	<u>COMPLAINT</u>
)	
JOHN WILEY & SONS, INC., and)	
JOHN CONLEY, PHD,))	
)	
	Defendants.)	
<hr/>)	

Plaintiff, EISNERAMPER LLP (“Plaintiff”), by its attorneys, THE STUTTMAN LAW GROUP, P.C., as and for its verified complaint against the defendants, JOHN WILEY & SONS, INC. and JOHN CONLEY, PHD (collectively referred to as the “Defendants”), alleges upon information and belief as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332 in that the Plaintiff and Defendants reside in different States and the matter in controversy exceeds the sum of \$75,000.00 as to each Defendant.

2. This Court has personal jurisdiction over the Defendants pursuant to contract between the parties.

3. Venue properly lies in this district pursuant to contract between the parties.

PARTIES

4. At all relevant times hereinafter mentioned, the Plaintiff, EISNERAMPER LLP, was and is a domestic limited liability partnership, authorized to do business within

the State of New York, with an office for the transaction of business located at 750 Third Avenue, New York, New York 10017.

5. Upon information and belief, defendant JOHN WILEY & SONS, INC. (“WILEY”) was and is a foreign or domestic corporation with an office for the transaction of business located at 111 River Street, Hoboken, NJ 07030.

6. Upon information and belief, defendant JOHN CONLEY, PHD (“CONLEY”) is an individual residing at and/or with an office for the transaction of business located at Vanderbilt University, Dept. of Economics, 2201 West End Avenue, Nashville TN 37235.

AS AND FOR A FIRST CAUSE OF ACTION

7. Plaintiff repeats and realleges each and every allegation set forth in paragraphs “1” thru “6” of this complaint as if fully set forth at length herein.

8. On or about and prior to August 3, 2018, non-party, Stephen Strick, as arbitrator in the matter of John Wiley & Sons, Inc. and John Conley, American Arbitration Association, Case no. 01-17-0001-0357 (the “Arbitration”), appointed Plaintiff to provide dispute consulting services in connection with the Arbitration.

9. Thereafter, on or about August 8, 2018, the defendants, in accordance with Arbitrator Strick’s orders, entered into a retainer agreement (the “Retainer Agreement”) with the Plaintiff wherein the defendants retained the Plaintiff to perform dispute consulting services (the “Services”) on issues relevant to the Arbitration.

10. The Retainer Agreement provides that in the event of a dispute between the Parties, any legal action or proceeding relating to the Retainer Agreement shall be brought in any appropriate court in the State of New York, County of New York.

11. The Retainer Agreement provided, among other things, that the defendant, Wiley, would be responsible for payment of all invoices Eisner rendered in connection with the Services it provided under the Retainer Agreement.

12. The Retainer Agreement also provided that the defendant, Conley, is jointly and severally liable with Wiley to Plaintiff for the unpaid portion of any invoices rendered by Plaintiff to Wiley in connection with the Services that Wiley does not pay in full or on a timely basis.

13. Thereafter, Plaintiff performed the Services for the defendants as required by the Retainer Agreement.

14. As a result of the foregoing, and in accordance with the Retainer Agreement, the sum of \$184,625.65 became due and owing to the Plaintiff in connection with the Services.

15. On or about and between November 17, 2018 and April 22, 2019, Plaintiff sent invoices totaling the sum of \$184,625.65 to the defendant, Wiley, in connection with the Services.

16. As of the date hereof, the defendant, Wiley, has failed to pay any portion of the sum of \$184,625.65, although duly demanded.

17. By reason of the foregoing, judgment should be entered in favor of Plaintiff and against the defendants, Wiley and Conley, each in the sum of \$184,625.65 plus interest.

AS AND FOR A SECOND CAUSE OF ACTION

18. Plaintiff repeats and realleges each and every allegation set forth in paragraphs "1" thru "17" of this complaint as if fully set forth at length herein.

19. The defendants have been unjustly enriched at the Plaintiff's expense by their failure to pay to the Plaintiff the reasonable value of its services in sum of \$184,625.65.

20. By reason of the foregoing, the Plaintiff is entitled to judgment against the defendants, Wiley and Conley, each in the sum of \$184,625.65 plus interest.

WHEREFORE, Plaintiff, EISNERAMPER LLP, demands judgment against the defendants, JOHN WILEY & SONS, INC. and JOHN CONLEY, PHD, as follows:

1. On the first and second causes of action judgment in the sum of \$184,625.65 plus interest.
2. The costs and disbursements including reasonable attorney's fees; incurred by the Plaintiff in connection with this action.
3. Such other and further relief as this Court may deem just and proper.

Dated: White Plains, New York
December 17, 2019

THE STUTTMAN LAW GROUP, P.C.

By: 

DENNIS D. MURPHY, ESQ.

Attorneys for Plaintiff

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